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EXAMINER

ROSEN, NICHOLAS D

ART UNIT

PAPER NUMBER

3625

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Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/473,662

Applicant(s)

RISEN ET AL.

Examiner

Nicholas D. Rosen

Art Unit

3625

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 09 January 2003.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-9,11,13-15,17,19,21 and 22 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-9,11,13-15,17,19,21 and 22 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 17 July 2002 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on _____ is: a) ☐ approved b) ☐ disapproved by the Examiner.
- If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.
- 14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).
- a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☒ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) _____.
- 4) ☐ Interview Summary (PTO-413) Paper No(s). _____.
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other: _____.

Claims 1-11, 13-15, 19, 21, and 22 have been examined.

Claim Rejections - 35 USC § 112

The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

Claims 1-11, 13-15, 17, 19, and 21 are rejected under 35 U.S.C. 112, first paragraph, as containing subject matter which was not described in the specification in such a way as to enable one skilled in the art to which it pertains, or with which it is most nearly connected, to make and/or use the invention. Claim 1 recites determining a value of at least one intellectual property asset, but the specification does not describe these steps in a sufficiently concrete manner as to enable one skilled in the art to which the application pertains to use the invention. As the specification teaches, "Assigning a value to a patent can be difficult" (page 15, line 14), and subsequent passages fail to set forth how it is to be done. It is suggested, for example, that, "One preferred method of assigning such a value is to retain a firm which specializes in the valuation of intellectual property," but that is not transparent; it does not teach how such a firm obtains the values it does. The specification also suggests using the method of patent 5,608,620, but the '620 patent only discloses a method of giving forecasters an incentive to make reliable forecasts; it does not specify how they are to make forecasts, or in particular, how they are to value intellectual property assets.

Claims 2-11, 13, 15-17, 19, and 21 are rejected as depending on claim 1.

Claim 22 is rejected under 35 U.S.C. 112, first paragraph, as containing subject matter which was not described in the specification in such a way as to enable one skilled in the art to which it pertains, or with which it is most nearly connected, to make and/or use the invention. Claim 22 recites assigning a value to a patent right and estimating the likelihood of an unexpected reduction in value of the patent right, but the specification does not describe these steps in a sufficiently concrete manner as to enable one skilled in the art to which the application pertains to use the invention. As the specification teaches, "Assigning a value to a patent can be difficult" (page 15, line 14), and subsequent passages fail to set forth how it is to be done. It is suggested, for example, that, "One preferred method of assigning such a value is to retain a firm which specializes in the valuation of intellectual property," but that is not transparent; it does not teach how such a firm obtains the values it does. The specification also suggests using the method of patent 5,608,620, but the '620 patent only discloses a method of giving forecasters an incentive to make reliable forecasts; it does not specify how they are to make forecasts, or in particular, how they are to value patent rights or estimate the likelihood of an unexpected reduction in value of the patent right.

It may further be observed that estimating the likelihood of an unexpected reduction in value of a patent right appears to be a difficult and paradoxical task; for the reduction to be unexpected, it must be based on possible future events that are not widely predicted or easily foreseen, or else perhaps on possible future events whose impact on the value of a patent is not obvious.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

This application currently names joint inventors. In considering patentability of the claims under 35 U.S.C. 103(a), the examiner presumes that the subject matter of the various claims was commonly owned at the time any inventions covered therein were made absent any evidence to the contrary. Applicant is advised of the obligation under 37 CFR 1.56 to point out the inventor and invention dates of each claim that was not commonly owned at the time a later invention was made in order for the examiner to consider the applicability of 35 U.S.C. 103(c) and potential 35 U.S.C. 102(e), (f) or (g) prior art under 35 U.S.C. 103(a).

Claims 1, 5, 6, 9, 10, 11, 15, 19, and 21 are rejected under 35 U.S.C. 103(a) as being unpatentable over Bennett ("Insuring against Patent Infringement") in view of Fox (U.S. Patent 4,766,539) and official notice. As per claim 1, Bennett discloses a method for providing an offer for financial protection, in the form of an insurance policy, against an unexpected change in value of an intellectual property asset, comprising (d) making an offer to provide compensation for at least a portion of any unexpected change in value of said at least one intellectual property asset to a person with an interest in a first party (third page of printed article; note statement, "The loss payable includes the diminution in value of the insured intellectual property caused by the infringement.")

Bennett does not disclose computer-generating the offer, but Fox teaches using a computer in generating an insurance offer to provide compensation (Figure; column 2, line 67, through column 3, line 51; column 7, lines 31-39. Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention to computer-generate the offer, for the obvious advantage of saving the trouble and expense of employing human beings to perform routine calculations and other tasks involved in providing the offer.

Bennett does not expressly disclose (a) obtaining a description of at least one intellectual property asset of a first party; (b) determining a value of said at least one intellectual property asset; and (c) determining a cost of providing compensation for an unexpected change in value of said at least one intellectual property asset, but official notice is taken that it is well known practice to obtain descriptions of assets to be insured, determine the value of such assets, and determine a cost of providing compensation for loss damage, etc., of such assets. Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention to perform these steps in regard to an intellectual property asset in particular, for the obvious advantage of determining whether it would be likely to be profitable to insure the intellectual property asset, and what premiums should be charged to be profitable and competitive.

As per claim 5, Bennett does not expressly disclose (f) accepting the offer to provide compensation, but official notice is taken that it is well known to accept such an offer to provide compensation, i.e., to agree to buy insurance. Hence, it would have

been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention for a person with an interest in the first party to accept the offer to provide compensation, for the obvious advantage of being protected against unexpected changes (decreases) in value of the intellectual property asset.

As per claim 6, Bennett does not expressly disclose paying a second fee to the offeror, but official notice is taken that it is well known to pay a fee (premium) to an insurer. Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention to pay a second fee to the offeror, for the obvious advantage of receiving insurance protection.

As per claim 9, Bennett does not disclose that said value includes at least one future value, but official notice is taken that it is well known that the value of an asset depends on its expected future value. Hence, said value intrinsically includes at least one future value of the intellectual property asset. Bennett does not expressly disclose that the unexpected change in value is determined at the time for which said at least one future value was determined, but contracting for the insurance, or even generating an offer of an insurance contract, inherently involves defining, with a greater or lesser degree of precision, the conditions under which compensation would be paid, and therefore the unexpected change in value. Likewise, contracting for the insurance, or generating an offer for an insurance contract, inherently involves determining at least one future value, as noted. Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention for said value to include at least

one future value, and for the unexpected change in value to be determined at the time for which at least one future value was determined.

As per claim 10, Bennett does not expressly disclose that the value of an asset includes its current value, but official notice is taken that it is well known that the value of an asset includes its current value. Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention to insure an intellectual property asset based on its current value, in order to achieve the obvious advantage of insuring the insured party against a fall in the current value of the intellectual property asset.

As per claim 11, Bennett discloses that said intellectual property asset includes at least one member selected from the group consisting of patent rights, patent application rights, trademark rights, service mark rights, copyright rights, trade secret rights, and trade dress rights (note second paragraph on fourth page).

As per claim 15, Bennett does not disclose that an unexpected change in value is based upon a legal determination of at least one of invalidity and unenforceability of an intellectual property asset. However, official notice is taken that it is well known that the value of an intellectual property asset is likely to change unexpectedly should a legal determination be made that the intellectual property asset is invalid and/or unenforceable. Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention to insure an intellectual property asset against a legal determination of its invalidity or unenforceability, in order to achieve the obvious advantage of being compensated for some or all of the losses incurred in the

event of such a determination. Alternatively, from the perspective of the insurer, it would have been obvious to write insurance for an intellectual property asset against a legal determination of its invalidity or unenforceability, in order to make an insurance policy more comprehensive and desirable, and thus achieve the obvious advantage of being able to collect a higher premium on such an insurance policy.

As per claim 19, Bennett discloses that said at least one intellectual property asset includes at least one patent right (note second paragraph on fourth page).

As per claim 21, Bennett does not disclose that an offer to provide compensation is made to a party with an interest in the first party in connection with transfer of ownership of an intellectual property asset to a second party. However, official notice is taken that it is well known for the seller or sellers of an asset to obtain an independent assessment of the asset's value, or to insure themselves against possible liability should the value of the asset unexpectedly change. Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention for persons with an interest in the owner of at least one intellectual property asset to insure themselves against an unexpected change in the value of said intellectual property asset in connection with the transfer of said at least one intellectual property asset to another owner, for the obvious advantage of obtaining protection against liability. Alternatively, from the insurer's perspective, it would have been obvious to offer insurance to a party with an interest in the owner of at least one intellectual property asset in connection with the transfer of said at least one intellectual property asset to another owner, for the obvious advantage of profiting from the receipt of premiums for

such insurance, and/or from the receipt of consulting fees for declaring the willingness to offer such insurance.

Claims 2, 7, and 8 are rejected under 35 U.S.C. 103(a) as being unpatentable over Bennett, Fox, and official notice as applied to claim 1 above, and further in view of Friedman. As per claim 2, Friedman teaches that the information that someone possessed of skill in evaluating risks and/or expert knowledge of the risks in a particular case has offered to insure an asset at a stated premium can be valuable even if the offer is not accepted (page 23, lines 24-28), and official notice is taken that it is well known to pay consulting fees in exchange for valuable information. Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention to obtain a first fee in exchange for offering to provide compensation for an unexpected change in the value of the intellectual property asset, in order to achieve the obvious advantage of being made richer by the fee. From the perspective of the payer of the fee, it would have been obvious to pay the fee in order to achieve the obvious advantage of acquiring independent evidence of the low risk of such an unexpected change of value.

As per claim 7, Bennett does not expressly disclose (f) accepting the offer to provide compensation, but official notice is taken that it is well known to accept such an offer to provide compensation, i.e., to agree to buy insurance. Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention for a person with an interest in the first party to accept the offer to provide

compensation, for the obvious advantage of being protected against unexpected changes (decreases) in value of the intellectual property asset.

As per claim 8, Bennett does not expressly disclose paying a second fee to the offeror, but official notice is taken that it is well known to pay a fee (premium) to an insurer. Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention to pay a second fee to the offeror, for the obvious advantage of receiving insurance protection.

Claim 4 is rejected under 35 U.S.C. 103(a) as being unpatentable over Bennett, Fox, Friedman, and official notice as applied to claim 2 above, and further in view of Harbert ("Patent Enforcement Policy Aids Technology Transfer"). Bennett does not expressly disclose providing an evaluation of said at least one intellectual property asset, but Harbert teaches doing so, in the context of insuring the intellectual property asset (page 1, lines 35-38). Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention for an insurer to provide an evaluation of an intellectual property asset in order to achieve the obvious advantage of having grounds to judge whether a proposed insurance policy is likely to be profitable or the reverse to an insurer.

Claim 3 is rejected under 35 U.S.C. 103(a) as being unpatentable over Bennett, Fox, and official notice as applied to claim 1 above, and further in view of Harbert ("Patent Enforcement Policy Aids Technology Transfer"). Bennett does not expressly disclose providing an evaluation of said at least one intellectual property asset, but

Harbert teaches doing so, in the context of insuring the intellectual property asset (page 1, lines 35-38). Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention for an insurer to provide an evaluation of an intellectual property asset in order to achieve the obvious advantage of having grounds to judge whether a proposed insurance policy is likely to be profitable or the reverse to an insurer.

Claims 13 and 14 are rejected under 35 U.S.C. 103(a) as being unpatentable over Bennett, Fox, and official notice as applied to claim 1 above, and further in view of Cripe ("Insurance a Must for Some Lending Programs"). Bennett does not expressly disclose that a person with an interest in the first party includes at least one member selected from the group consisting of an officer of the first party, a director of the first party, a prospective purchaser of said at least one intellectual property asset, an officer of the prospective purchaser, and a director of the prospective purchaser. However, Cripe teaches that it is common procedure to obtain insurance coverage protecting a company, and its individual directors and officers, from losses due to mismanagement (page 3, lines 1-4 of enclosed copy). Moreover, official notice is taken that it is well known for a purchaser or prospective purchaser to obtain insurance/guarantees on a purchase (note Friedman, page 23, lines 24-28). Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention for an officer of the first party, a director of the first party, a prospective purchaser of said at least one intellectual property asset, an officer of the prospective purchaser, or a

director of the prospective purchaser, to obtain insurance against an unexpected change in the value of an intellectual property asset, for the obvious advantages of being protected from direct financial losses, and from liability for what might be construed as mismanagement.

As per claim 14, Bennett does not expressly disclose that a person with an interest in the first party includes at least one member selected from the group consisting of a prospective purchaser of said at least one intellectual property asset, an officer of the prospective purchaser, and a director of the prospective purchaser. However, Cripe teaches that it is common procedure to obtain insurance coverage protecting a company, and its individual directors and officers, from losses due to mismanagement (page 3, lines 1-4 of enclosed copy). Moreover, official notice is taken that it is well known for a purchaser or prospective purchaser to obtain insurance/guarantees on a purchase (note Friedman, page 23, lines 24-28). Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention for a prospective purchaser of said at least one intellectual property asset, an officer of the prospective purchaser, or a director of the prospective purchaser, to obtain insurance against an unexpected change in the value of an intellectual property asset, for the obvious advantages of being protected from direct financial losses, and from liability for what might be construed as mismanagement.

Claim 22 is rejected under 35 U.S.C. 103(a) as being unpatentable over Bennett ("Insuring against Patent Infringement") in view of Friedman ("Economic Analysis of

Law”) and official notice. Bennett discloses a method of providing financial protection, in the form of an insurance policy, against an unexpected change in value of a patent right, comprising (c) agreeing to provide compensation for at least a portion of any unexpected change in value of the patent right during a particular period of time after receipt of an insurance premium (third page of printed article; note statement, “The loss payable includes the diminution in value of the insured intellectual property caused by the infringement;” see also second paragraph on third page for the intellectual property asset being a patent right). Bennett does not disclose insurance premiums being paid in connection with a transfer of ownership, but Friedman teaches what is in any case well known, paying an insurance premium in connection with a transfer in ownership (page 23, lines 24-28). Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant’s invention for an insurance premium to be paid in connection with a transfer of ownership, for the obvious advantage of enabling a purchaser to be more confident of the value of a purchase, and therefore more willing to buy, by providing a guarantee of the product being sold.

Bennett does not disclose the detailed steps claimed, but official notice is taken that it is well known in the art of insurance for insurers to assign a value to an asset to be insured; estimate the likelihood of an unexpected reduction in the value of that asset (e.g., of a ship sinking, a house burning down, etc.); and agree to provide compensation for an unexpected change in value of an asset to be insured to a person with an interest in the ownership of the asset during a period of time after receipt of an insurance premium. Hence, it would have been obvious to one of ordinary skill in the art of

insurance at the time of applicant's invention to carry out these steps with regard to a patent right, in order to obtain the obvious advantage of profiting from writing insurance on patent rights.

Bennett does not disclose employing a data processing system to assign a value to the patent right, but official notice is taken that it is well known to use data processing systems to assign values. Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention to employ a data processing system to assign a value to the patent right, for the obvious advantage of saving the trouble and expense of employing human beings to perform routine calculations and other tasks involved in assigning the value.

Response to Arguments

Applicant's arguments filed January 9, 2003, have been fully considered, but they are not persuasive. Applicant argues that the specification supports the claims, so the claims should not be rejected under 35 U.S.C. 112, first paragraph, as lacking enablement.

The nearest applicable rules and precedents of which Examiner is aware relate to undue experimentation (MPEP 2164.01(a)), which will be discussed below, but Applicant's claims are not rejected as requiring undue experimentation to practice. Rather, Examiner holds the claims to lack enablement because even after experimenting and gaining experience in the relevant field, and e.g., valuing certain intellectual property assets, one would not be able to value a new intellectual property

asset with confidence. The specification provides mathematical formulas by which certain variables are to be calculated based on the values of other variables upon which they depend, but does not adequately enable one to determine the values of the independent variables which are to be plugged into the equations. For example, Applicant refers Examiner to Prophetic Example 4 in the specification, which describes, "Patent 1 [which] is agreed to be worth $\$7 \times 10^6$ to Co. A," and a possible competing patent 3, which if valid and enforceable could require Co. A to pay royalties that add a total of $\$3 \times 10^6$ per year to its costs. However, the specification states, "Co. D, a competitor, will receive a patent (patent 3) sometime in this period, although that is not known outside of Co. D." It is not clear on what basis the agreement that patent 1 is worth seven million dollars per year to Company A is reached; and *a fortiori*, it is not clear how someone skilled in the art, but not privy to confidential information of Company D, could know that Company D would receive such a patent. It would be still more difficult to calculate the probability of *any* competitor (Company D, Company E, Company F, etc.) obtaining a patent that would require Company A to make royalty payments unexpectedly reducing the value of patent 1, held by Company A.

Examiner wishes to note in this connection that published patent applications might assist in calculating such a risk, but (i) the U.S.P.T.O. did not publish applications at the time of Applicant's filing of the parent case, and (ii) not all applications are published even now; a patent applicant who is not applying abroad may choose not to have his unissued application published. Even when an application is published, it may

be difficult to judge whether it will lead to a patent, or if so, how much the original claims will be narrowed by the time the patent issues.

Applicant, in the response of January 9, refers Examiner to page 12, line 21, through page 13, line 5, where it is taught that the value of a patent to be insured is based on factors including the breadth of the patent claims and the nature of the patented technology. One experienced in business could perhaps arrive at an estimate of the value of a patent on such a basis, but someone else experienced in business might well arrive at a different estimate, and it is hard to see how a data processing system (as recited in claim 22) could reliably assign a value to a patent right based on factors so subjective and qualitative.

Relevant factors set forth in MPEP 2164.01(a) include (A) the breadth of the claims; (B) the nature of the invention; (E) the level of predictability in the art; (F) the amount of direction provided by the inventor; and (G) the existence of working examples. It is held that in the present case, the claims, especially the independent claims, are broad; and the nature of the invention makes enablement difficult, because of the low level of predictability in the art; one cannot reliably predict what someone will invent tomorrow to unexpectedly reduce the value of a presently existing intellectual property asset, nor can predicting the outcomes of patent infringement suits and other legal decisions be viewed as an exact science. The amount of direction provided by the inventor is inadequate, in that while some procedures are well disclosed and quantifiable, there is no clear teaching of how to carry out other steps in the claimed processes. Finally, the specification offers prophetic examples rather than working

examples, and while prophetic examples may be entirely proper in an application, they do not carry the same weight as working examples, and the prophetic examples of the present application in particular fail to teach how all necessary steps are performed in a way that would enable one skilled in the art to perform parallel steps in similar real-world cases.

Conclusion

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure. Pilipovic (U.S. Patent 6,456,982) discloses a computer system for generating projected data and an application supporting a financial transaction. Cumming et al. (U.S. Patent 6,470,321) disclose a system, method, and computer program product for providing financial protection of equity investments. Joao (U.S. Patent Application Publication 2002/0032586) discloses an apparatus and method for providing insurance products, services, and/or coverage for leased entities.

The anonymous article "A.M. Best: Insuring intellectual Property Remains a Niche, Despite Rapidly Growing Need," discloses insuring intellectual property assets.

The Web pages from Aon and Hillers & Wagner are also made of record as possibly relevant, although they do not qualify as prior art.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Nicholas D. Rosen whose telephone number is 703-305-0753. The examiner can normally be reached on 8:30 AM - 5:00 PM, M-F.

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If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Wynn Coggins, can be reached on 703-308-1344. The fax phone numbers for the organization where this application or proceeding is assigned are 703-305-7687 for regular communications and for After Final communications. Non-official/draft communications can be faxed to the examiner at 703-746-5574.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703-308-1113.

Nicholas D. Rosen
Nicholas D. Rosen
February 14, 2003